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Attorneys for Defendant and
 Counterclaimant SKYRYSE, INC.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

MOOG INC.,

Plaintiff,

v.

SKYRYSE, INC., ROBERT
 ALIN PILKINGTON, MISOOK
 KIM, and DOES NOS.1-50,

Defendants.

Case No. 2:22-cv-09094-GW-MAR

**JOINT STIPULATION TO EXPAND
 WORD LIMITS ON PLAINTIFF AND
 COUNTERDEFENDANT MOOG
 INC.'S FORTHCOMING MOTION
 TO DISMISS COUNTERCLAIMS
 AND DEFENDANT AND
 COUNTERCLAIMANT SKYRYSE,
 INC.'S OPPOSITION THERETO**

Complaint Filed: March 7, 2022
 Counterclaims Filed: January 30, 2023

1 IT IS HEREBY STIPULATED by and between Plaintiff Moog Inc.
2 (“Plaintiff”) and Defendants Skyryse, Inc. (“Skyryse”) (collectively with Plaintiff,
3 the “Parties”) through their respective attorneys of record, as follows:

4 WHEREAS, on March 7, 2022, Moog filed its Complaint (Dkt. 1);

5 WHEREAS, on January 30, 2023, Skyryse filed its Answer, Defenses, and
6 Counterclaims in response to Moog’s Complaint (Dkt. 350);

7 WHEREAS, Moog intends to file a Motion to Dismiss Skyryse’s
8 Counterclaims pursuant to Fed. R. Civ. P. 12 (the “Motion to Dismiss”);

9 WHEREAS, L.R. 11-6.1 provides that “[e]xcept as otherwise provided in this
10 rule or ordered by a judge,” “no memorandum of authorities, pretrial brief, trial brief,
11 or posttrial brief may exceed 7,000 words, including headings, footnotes, and
12 quotations but excluding the caption, the table of contents, the table of authorities,
13 the signature block, the certification required by L.R. 11-6.2, and any indices and
14 exhibits”;

15 WHEREAS, in its Motion to Dismiss, Moog intends to move to dismiss all
16 nine of Skyryse’s counterclaims, including by addressing conflict of law issues,
17 statute of limitations issues, and documents attached to and otherwise referenced in
18 Skyryse’s Counterclaims;

19 WHEREAS, Moog contends that it requires more than the 7,000 words as
20 prescribed under L.R. 11-6.1 in its Motion to Dismiss;

21 WHEREAS, the Parties have stipulated and agreed that word limit for Moog’s
22 Motion to Dismiss, and Skyryse’s opposition thereto, is expanded to 9,000 words
23 including headings, footnotes, and quotations but excluding the caption, the table of
24 contents, the table of authorities, the signature block, the certification required by
25 L.R. 11-6.2, and any indices and exhibits; and

26 WHEREAS, the Parties have stipulated and agreed that Moog’s reply in
27 support of its Motion to Dismiss will be limited to 7,000 words as prescribed under
28 L.R. 11-6.1.

1 NOW THEREFORE, subject to the Court's approval, the Parties stipulate
2 and agree that the word limit for Moog's Motion to Dismiss, and Skyrise's
3 Opposition thereto, is expanded to 9,000 words, and that Moog's reply in support
4 of its Motion to Dismiss will be limited to 7,000 words as prescribed under L.R.
5 11-6.1.

6 **IT IS SO STIPULATED.**

7
8 Dated: February 14, 2023

9 SHEPPARD, MULLIN, RICHTER &
10 HAMPTON LLP

11 By: /s/ Kazim A. Naqvi
12 Kazim A. Naqvi
13 Counsel for Plaintiff and Counterdefendant
14 Moog Inc.

15 LATHAM & WATKINS LLP

16
17 By: /s/ Gabriel S. Gross
18 Gabriel S. Gross
19 Counsel for Defendant and Counterclaimant
20 Skyrise, Inc.

21 **ATTESTATION**

22 Pursuant to Civil Local Rule 5-4.3.4, I, Kazim A. Naqvi, attest that
23 concurrence in the filing of this document has been obtained by all its signatories.
24

25 Dated: February 14, 2023

/s/ Kazim A. Naqvi